

June 16, 2015

To Whom It May Concern:

The City of Cleveland, through its Director of Human Resources will be considering submissions from vendors qualified to serve as an administrator for its Flexible Spending Account (FSA). The program consists of the Dependent Care Flexible Spending Accounts and Health Care Flexible Spending Accounts.

Interested vendors must be thoroughly knowledgeable in administration of Flexible Spending Accounts in accordance with Section 125 of the Internal Revenue Code and regulations promulgated thereunder and will be required to provide setup, administration, client service, customer service, and management for this program.

If your firm is interested, please submit to the City no later than 12:00 noon, Eastern Time, on Wednesday, July 22, 2015, an original and (5) complete duplicates of your proposal in hard copy and an electronic copy via e-mail to drapposelli@city.cleveland.oh.us. Submit the proposals in separate sealed envelopes, marked appropriately on the outside and, if possible, enclosed in one package.

No proposals will be accepted after that date and time unless the City extends the deadline by a written addendum.

Sealed proposals may be mailed or delivered to the address below and must be identified on the outside of the envelope(s) as: **“Response to RFP to Provide Flexible Spending Accounts for The City of Cleveland”**

**Attention:
Dominic Rapposelli,
City of Cleveland
601 Lakeside Avenue
Room 121
Cleveland, Ohio 44114**

If proposals are hand-delivered, proposals should be addressed as above and taken to **Dominic Rapposelli, Cleveland City Hall, 601 Lakeside Avenue, Room 121, Cleveland, Ohio 44114**. Faxed or E-Mailed submissions will not be entertained.

The City reserves the right to reject any or all proposals or portions of them, to waive irregularities, informalities, and technicalities, to re-issue or to proceed to obtain the service(s) desired otherwise, at any time or in any manner considered in the City's best interests. The Director may, at his/her sole discretion, modify or amend any provision of this notice or the RFP.

Deadline for questions or written requests for clarification is by the end of the day on Tuesday, June 30, 2015 and must be submitted in writing to:

Dominic Rapposelli, Labor Relations Officer
City of Cleveland
601 Lakeside Avenue
Room 121
Cleveland, Ohio 44114
drapposelli@city.cleveland.oh.us

The selected provider will be notified as soon as practical after analysis of all proposals required in compliance with this request. The City reserves the right to review details of services with potential vendors to ensure system compatibility prior to contract award.

The City may conduct Finalist meetings the week of August 17, 2015.

It is anticipated that the contract will be awarded no later than September 1, 2015, with the intent of an October 1, 2015 “Go Live” date.

It is our hope that this RFP will be self –explanatory, however if you need additional information, please call or email me at (216) 664-2498 or drapposelli@city.cleveland.oh.us

Sincerely,

Dominic Rapposelli
Labor Relations Officer
Department of Human Resources

City of Cleveland Flexible Spending RFP

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Illustration of Key Dates

The City anticipates it will - but neither promises nor is obligated to - process proposals received according to the following schedule:

Milestone	Date	Time
Release Request for Proposal (RFP)	June 16, 2015	12:00 P.M.
Deadline to Submit Questions RE: RFP	June 30, 2015	5:00 P.M.
Deadline to Submit Proposals	July 22, 2015	12:00 P.M.
Finalist Meeting(s) (if applicable)	Week of August 17, 2015	Arranged upon selection
Contract Start Date	October 1, 2015 “Go Live”	N/A

Scope of Services

The City of Cleveland is seeking proposals for Health Care and Dependent Care Flexible Spending Accounts.

The selected vendor administering the account will administer each account in accordance with the employee’s election of any of the programs offered under the FSA.

The selected vendor will provide setup, administration, client services, customer service, and management of the program. Administration fees for those employees participating in the program will be paid by the employer to the vendor on the agreed upon date.

The City of Cleveland has sole and final authority to control and manage the operation of this program. As the vendor will and shall remain an independent contractor with respect to the services being performed.

The City reserves the right to modify the scope of services at any time before execution of a contract to add, delete, or otherwise amend any item(s), as it deems necessary, in its sole judgment, and in the best interest of the City.

Background and History

The City of Cleveland (the City) is seeking proposals for their FSA program. The purpose of this Request for Proposal is to gather information from your organization relative to the City’s required scope of service and key selection criteria. Organizations selected as finalists may be expected to address more detailed issues regarding financial and other specifics of their organization and operations. These same finalists may be expected to participate in interviews with the City.

The City’s objective is to: 1) offer a Flexible Spending Account program equal to or better than the current offering 2) retain valued employees by offering valued options to employees 3) offer cost effective and cost savings solutions for employees. To meet these objectives the City is committed to providing the necessary services to assist employees with their individual needs.

Project Schedule and Deliverables

The City has established the following list that the vendor will be required to provide as deliverables. The City reserves the right to modify the list of deliverables at any time before execution of a contract to add, delete, or otherwise amend any report or other deliverable, as it deems necessary, in its sole judgment, and in the best interest of the City.

- a. The City reserves the right to add related services as needed.
- b. Unless otherwise expressly provided, the term of the Agreement shall begin upon its date of execution and, unless extended by City or unless sooner canceled or terminated under the provisions of the Agreement, shall expire when all required deliverables have been submitted to and approved by the Director and all other Services have been satisfactorily performed and accepted by the Director ("Term").

Proposal Requirements

I. Submission of Proposal

Each vendor shall submit its proposal(s) in the number, form, and manner, and by the date and time and at the location required in the section, **Introduction and Background** above.

- a. Each Proposer shall provide all information requested in this Request for Proposal. The proposer must organize its proposal package to address each of the elements in this RFP. The proposer should carefully read all instructions and requirements and furnish all information requested. If a Proposal does not comply with all terms, conditions, and requirements for submittal, the City may consider it unacceptable and may reject it without further consideration.
- b. The City wishes to promote the greatest feasible use of recycled and environmentally sustainable products and to minimize waste in its operations. To that end, all proposals should comply with the following guidelines: Unless absolutely necessary, copies should minimize or eliminate use of non-recyclable or non-re-usable materials. Materials should be in a format permitting easy removal and recycling of paper. A proposer should, to the extent possible, use products consisting of or containing recycled content in its proposal including, but not limited to, folders, binders, paper clips, diskettes, envelopes, boxes, etc. Do not submit any or a greater number of samples, attachments or documents not specifically requested.
- c. If you find discrepancies or omissions in this RFP or if the intended meaning of any part of this RFP is unclear or in doubt, send a written request for clarification or interpretation to Dominic Rapposelli at 601 Lakeside Ave., #121, Cleveland, Ohio 44114 by June 30, 2015. Requests for clarification or interpretation may be submitted via e-mail to drapposelli@city.cleveland.oh.us.

II. The City's Rights and Requirements

- a. The Director, at her sole discretion, may require any Proposer to augment or supplement its proposal or to meet with the City's designated representatives for interview or presentation to further describe the Proposer's qualifications and capabilities. The requested information, interview, meeting, or presentation shall be submitted or conducted, as appropriate, at a time and place the Director specifies.
- b. The City reserves the right, at its sole discretion, to reject any proposal that is incomplete or unresponsive to the requests or requirements of this RFP. The City reserves the right to reject any or all proposals and to waive and accept any informality or discrepancy in the proposal or the process as may be in the City's best interest.

III. Proposal as a Public Record

Under the laws of the State of Ohio, all parts of a proposal, other than trade secret or proprietary information and the fee proposal may be considered a public record which, if properly requested, the City must make available to the requester for inspection and copying. Therefore, to protect trade secret or proprietary information, the Proposer should clearly mark each page - but only that page - of its proposal that contains that information. The City will notify the proposer if such information in its proposal is requested, but cannot, however, guarantee the confidentiality of any proprietary or otherwise sensitive information in or with the proposal. Blanket marking of the entire proposal as "proprietary" or "trade secret" will not protect an entire proposal and is not acceptable.

IV. Cleveland Area Business Code

Requirements. During performance of this Agreement, Contractor shall comply with all applicable requirements of the *Cleveland Area Business Code*, Chapter 187 of the Codified Ordinances of Cleveland, Ohio, 1976 ("C.O."), and any *Regulations* promulgated under the *Code*, which *Code* and *Regulations* are incorporated into and made part of this RFP by this reference as fully as if rewritten in it or attached. Specifically, compliance under any resulting agreement shall include, but not be limited to, the Contractor's:

- a. Compliance with its proposal representations regarding CSB, MBE, and/or FBE participation in performance of the Agreement;
- b. Compliance and cooperation with Project Monitors, whether from the Mayor's Office of Equal Opportunity (the "OEO") or the contracting department;
- c. Accurate, complete, and on-time submission of all reports, forms, and documents including, but not limited to, employment reports, certified payrolls, monitoring forms, and other information the Director of the OEO may require, whether in printed or electronic form, to ascertain and verify Contractor's compliance; and
- d. Attendance at and participation in all required project meetings, including OEO compliance meetings, and progress meetings called by the contracting

department director(s) at key intervals during performance of the contract services (e.g. 25% completion, 50% completion, 75% completion).

Failure to Comply. When determining the contractor's future eligibility for a City contract, the City shall consider a contractor's failure to comply with the representations of its proposal and the requirements under the *Code* as a failure to faithfully perform a contract.

- a. Under the *Cleveland Area Business Code*, the City of Cleveland is firmly committed to assisting Minority Business Enterprises (MBEs), Female Business Enterprises (FBEs), and Cleveland- area small businesses (CSBs) by providing and enhancing economic opportunities to participate in City contracts. The successful proposer for a contract will be a firm that shares that commitment. Accordingly, a proposer is strongly encouraged to utilize the services of qualified MBE/FBE/CSB sub-consultants that are certified by the Mayor's Office of Equal Opportunity (the "OEO") in its proposal.
- b. The standard subcontracting goal for professional services contracts is 10% Cleveland Area Small Business ("CSB") subcontractor participation. Please review the attached Office of Equal Opportunity documents to ascertain the goal for the proposed contract. Proposers are required to make a good-faith effort to subcontract portions of the work to certified Minority Business Enterprise ("MBE"), Female Business Enterprise ("FBE"), and CSB firms, consistent with the subcontracting goal(s) applicable to this RFP.
- c. To document its good-faith effort to utilize certified MBE, FBE and CSB sub-consultants, each proposer must complete Schedules 1 through 4 found in the *Cleveland Area Business Code - Notice to Bidders and Schedules*. These schedules identify the Proposer's proposed use of MBE, FBE and CSB sub-consultants on the project, which evidences the proposer's good-faith effort to obtain the participation of certified sub-consultants. The Proposer shall submit the completed forms with its proposal and they will be forwarded to the City's Office of Equal Opportunity for evaluation. Failure to submit complete schedules may result in the rejection of a proposal

Proposers may obtain a listing of firms certified by the OEO as CSBs, MBEs and FBEs by checking the City's website at <http://www.city.cleveland.oh.us>. On the home page, select "Office of Equal Opportunity" from the drop-down menu of City departments. On the Office of Equal Opportunity page, you will find a selection in the left-hand column for "CSB/MBE/FBE Registry".

Proposers are responsible for obtaining the most current list and for contacting potential CSB/MBE/FBE sub-consultants. The City assumes no responsibility for matching prime consultants with qualified, certified MBE, FBE, and/or CSB sub-consultants.

The City's Office of Equal Opportunity will monitor participation of MBE, FBE, and/or CSB sub-consultants throughout the duration of the engagement or project. The successful proposer, as contractor, will be responsible for providing the OEO with all information necessary to facilitate this monitoring.

The *Cleveland Area Business Code*, any *Regulations* promulgated under the *Code*, and the *OEO Notice to Bidders & Schedules* are, by this reference, incorporated in and made part of this solicitation and any resulting contract as fully as if written in it or attached.

- a. The successful proposer, as contractor, will be required to comply with all terms, conditions, and requirements imposed on a “contractor” in the following *Equal Opportunity Clause*, Section 187.22(b) of the Cleveland Codified Ordinances, and shall make the Clause part of every subcontract or agreement entered into for services or goods and binding on all persons and firms with which the proposer may deal, as follows: No Contractor shall discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group or Vietnam-era or disabled veteran status. Contractors shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group or Vietnam-era or disabled veteran status. As used in this chapter, “treated” means and includes without limitation the following: recruited whether by advertising or other means; compensated, whether in the form of rates of pay or other forms of compensation; selected for training, including apprenticeship, promoted, upgraded, demoted, transferred, laid off and terminated. Contractors shall post in conspicuous places available to employees and applicants for employment, notices to be provided by the hiring representative of contractors setting forth the provisions of this nondiscrimination clause.
- b. Within 60 calendar days after entering into a contract, the successful Proposer, as Contractor, shall file a written affirmative action program with the OEO containing standards and procedures and representations assuring that the Contractor affords all qualified employees and applicants for employment equal opportunities in the Contractor’s recruitment, selection, and advancement processes.

V. Term of Proposal’s Effectiveness

By submission of a proposal, the Proposer agrees that its proposal will remain effective and eligible for acceptance by the City until the earlier of the execution of a final contract or 180 calendar days after the proposal submission deadline

VI. Execution of a Contract

The Successful Proposer shall, within ten (10) business days after receipt of a contract prepared by the City Director of Law, exclusive of Saturdays, Sundays and holidays, execute and return the contract to the City together with evidence of proper insurance and intent to conform to all requirements of the contract. Attached hereto or which are a part hereof and all applicable federal, state and local laws and ordinances prior to or at the time of execution of the contract.

VII. “Short-listing”

The City reserves the right to select a limited number (a “short list”) of Proposers to make an oral presentation of their qualifications, proposed services, and capabilities. The City will notify the Proposers selected for oral presentations in writing.

VIII. Proposer’s Familiarity with RFP; Responsibility for Proposal

By submission of a proposal, the Proposer acknowledges that it is aware of and understands all requirements, provisions, and conditions in and of this RFP and that its failure to become familiar with all the requirements, provisions, conditions, and information either in this RFP or disseminated either at a pre-proposal conference or by addendum issued prior to the proposal submission deadline, and all circumstances and conditions affecting performance of the services to be rendered by the successful proposer will not relieve it from responsibility for all parts of its Proposal and, if selected for contract, its complete performance of the contract in compliance with its terms. Proposer acknowledges that the City has no responsibility for any conclusions or interpretations made by Proposer on the basis of information made available by the City. The City does not guarantee the accuracy of any information provided and Proposer expressly waives any right to a claim against the City arising from or based upon any incorrect, inaccurate, or incomplete information or information not otherwise conforming to represented or actual conditions.

IX. Interpretation

The City is not responsible for any explanation, clarification, interpretation, representation or approval made concerning this RFP or a Proposal or given in any manner, except by written addendum. The City will mail, e-mail, or otherwise deliver one copy of each addendum issued, if any, to each individual or firm that requested and received a RFP. Any addendum is a part of and incorporated in this RFP as fully as if originally written herein.

Qualification for Proposal

Each Proposer, regardless of the form of its business entity, must meet the following requirements. Failure to meet all requirements may be cause for rejection of a proposal. If Proposer is a partnership or a joint venture, at least one general partner or constituent member must meet the requirements. Each Proposer must:

- I. Provide evidence that it has a minimum of 5 continuous years of experience within the last 5 years of providing and implementing Prescription Drug administration services to the required services and deliverables described in this RFP.
- II. Be authorized to conduct business in the State of Ohio, County of Cuyahoga and the City of Cleveland.
- III. Possess or demonstrate it qualifies for all applicable licenses, certificates, permits, or other authorizations required by any governmental authority, including the City, having jurisdiction over the operations of the Successful Proposer and the proposed services.
- IV. Submit with its proposal at least three (3) written, verifiable, references dated within the last three months from clients for which the Proposer has rendered services

substantially similar to those sought by this RFP, and recommending Proposer for selection for such services.

Insurance:

The Successful Proposer, at its expense, shall at all times during the term of the contract resulting from this RFP, maintain the following insurance coverage. The insurance company(ies) providing the required insurance shall be authorized by the Ohio Department of Insurance to do business in Ohio and rated "A" or above by A. M. Best Company or equivalent. The Successful Proposer, as contractor, shall provide a copy of the policy or policies and any necessary endorsements, or a substitute for them satisfactory to and approved by the Director of Law, evidencing the required insurances upon execution of the contract.

- I. Professional liability insurance with limits of not less than \$1,000,000.00 for each occurrence and subject to a deductible for each occurrence of not more than \$25,000.00 per occurrence and in the aggregate, and if not written on an occurrence basis, shall be maintained for not less than two (2) years after satisfactory completion and written acceptance of the services under the contract.
- II. Workers' compensation and employer's liability insurance as provided under the laws of the State of Ohio.
- III. Statutory unemployment insurance protection for all of its employees.
- IV. Such other insurance coverage(s) as the City may reasonably require.

Proposal Contents

Each proposal shall include the following parts in the below order. Please separate and identify each part by tabs for quick reference. Each proposal should be organized so as to facilitate its evaluation.

- I. **Cover Letter:** The cover letter shall identify and introduce the Proposer and provide other general information about Proposer's business organization including, at least, in one or more attachments or in the Proposal, Proposer's name, principal address, federal ID number, telephone and facsimile numbers, and e-mail address.

If a corporation, provide the state of incorporation, and the full name, title, and experience of each high level corporate officer. If the Proposer is not an Ohio corporation, please state whether or not the Proposer is qualified to do business in the State of Ohio as a foreign corporation. A foreign corporation must provide evidence, prior to execution of a contract, that is qualified to do business in the State of Ohio or it must register with the Ohio Secretary of State.

If the Proposer is a sole proprietorship, state the name of the proprietor doing business.

If a partnership, state the full name, address and other occupation, if any, of each partner; whether the partner is a general or limited partner, and whether active or

passive; state each partner's experience and the proportionate share of the business owned by each partner.

If a joint venture, state the name of each firm participating in the joint venture and each principal officer of each firm; each officer's experience and the proportionate share of the joint venture owned by each joint venture partner.

- II. **Executive Summary:** The Executive Summary should provide a complete and concise summary of Proposer's background, area(s) and level(s) of expertise, relevant experience and ability to meet the requirements of this RFP. The Executive Summary should briefly state why Proposer is the best candidate for the engagement. The Summary should be organized so it can serve as a stand-alone summary apart from the remainder of the proposal.
- III. **Exceptions:** Proposer shall itemize any exceptions it has to the RFP. If it has no exceptions to or deviations from any part of this RFP, it shall so state on an "Exceptions" page. If no deviations or exceptions are identified, Proposer understands that if the City accepts the Proposer's proposal, it must comply with and conform to all of the requirements of the RFP.
- IV. **Qualifications:** In the Qualifications section, each Proposer should state in detail its qualifications, and experience, and how its services and/or products are unique and best suited to meet the requirements and intent of this RFP. Proposer may include as much information as needed to differentiate its services and product(s) from other Proposers. At a minimum, please include, the following:
 - a. A description of the nature of the firm's experience in providing the service(s) and/or product(s) sought by this RFP and state the number of persons currently employed for such purpose;
 - b. The total number of such engagements and the clients comparable to the City for which the firm has provided like or similar services within the last five (5) years;
 - c. The name, location, and date of all Proposer's agreements for like services that have been terminated, canceled, or suspended prior to completion of the engagement or expiration of the full term within the past five (5) years, and any judgment terminating, or any pending lawsuits or unresolved claims or disputes for damages or termination of such agreements within the past five (5) years; and
 - d. The names and addresses of at least three (3) references for the firm's professional capabilities. Include the name, e-mail address, and telephone number of a contact person.
- V. **How Proposer meets or exceeds qualifications:**
 - a. A description of the nature of the firm's experience in providing the service(s) and/or product(s) sought by this RFP and state the number of persons currently employed for such purpose;
 - b. The total number of such engagements and the clients comparable to the City for which the firm has provided like or similar services within the last five (5) years;
 - c. The name, location, and date of all Proposer's agreements for like services that have been terminated, canceled, or suspended prior to completion of the engagement or expiration of the full term within the past five (5) years, and any judgment terminating, or any pending lawsuits or unresolved claims or disputes for damages or termination of such agreements within the past five (5) years; and
 - d. The names and addresses of at least three (3) references for the firm's professional capabilities. Include the name, e-mail address, and telephone number of a contact person.
- VI. **Proposed Services:**
 - I. Proposer shall describe in detail how Proposer's management and operating plan for delivery of the services for the engagement or project will achieve the intent and goal(s) of the RFP. In its response to this sub-section, Proposer shall provide or describe:

- i. An organizational chart specific for the proposed engagement or project;
- ii. Resumes of key management personnel
- iii. An operational plan describing in detail how Proposer will achieve the intent and purpose(s) of the engagement or project;
- iv. If applicable, a detailed description of the professional services/training to be provided;
- v. Trouble shooting/follow-up protocols;
- vi. Project management tools to be used in implementation

VII. Description of Completed Project:

Proposer shall submit a detailed description of the engagement or project, as completed for submission.

VIII. Environmental Sustainability:

Describe how the proposed services/project/solution incorporated environmental sustainability

IX. Financial Information: The Proposer shall include the following financial information:

- a. Balance sheet and income statement for the last two (2) fiscal years, prepared in accordance with generally accepted accounting principles, reflecting the current financial condition of the Proposer. If a publicly held corporation, the Proposer should provide in lieu of the foregoing: consolidated financial statements as submitted to the Securities and Exchange Commission ("SEC") on Form 10K, the most recent Form 10Q, and any Forms 8K filed with the SEC in the last 12 months. Owners of closely-held corporations must submit a personal financial statement, current to within 6 months of the proposal date;
- b. Ownership of the Proposer. If the Proposer is a corporation and its outstanding stock is held by fewer than 10 persons, the name and residence address of each shareholder and his/her shares of outstanding stock must be listed.); and

X. Proposers Affidavit: Proposer shall submit with its proposal an affidavit stating that neither it nor its agents, nor any other party acting for it has paid or agreed to pay, directly or indirectly, any person, firm or corporation any money or valuable consideration for assistance in procuring or attempting to procure the contract proposed to result from its proposal, and further agreeing that no such money or reward will be paid.

XI. Additional Required Documents: Proposer shall complete, execute, and return with its proposal the following documents, blank copies of which are attached to this RFP:

- a. The Office of Equal Opportunity *Notice to Bidders and Schedules*;
- b. Federal *Form W-9* including Taxpayer Identification Number;
- c. *Non-Competitive Bid Contract Statement for Calendar Year 2015*

Proposal Evaluation; Selection Criteria

- I. **Evaluation Methodology.** The City department/division issuing this RFP will evaluate each proposal submitted. The department will present its recommendations to the City Board of Control (“Board”). The Board may, but shall not be obligated to, entertain formal presentations. The Board may approve one or more contracts to one or more firms. The City will only consider proposals that are received on or before the proposal submission deadline, and which meet all the requirements of this RFP. The City reserves the right to request a “best and final offer” from Proposers meeting the minimum requirements.
- II. **Scoring of Proposals.** The City will score each Proposal in each of the following categories:
 - a. Experience and Staff
 - b. Program Management Plan
 - c. Proposed Services
 - d. Proposed Fees
 - e. Sustainability
 - f. Schedule/Timeline

The ratings are not intended or to be interpreted as a reflection of a Proposer’s professional abilities. Instead, they reflect the City’s best attempt to quantify each Proposer’s ability to provide the services sought by the City and to meet the specific requirements of this RFP, for comparison purposes.

- XII. **Disqualification of a Proposer/Proposal:** The City does not intend by this RFP to prohibit or discourage submission of a proposal that is based upon a Proposer’s trade experience in relation to the nature or scope of work, services, or product(s) described in this RFP or to prescribe the manner in which its services are to be performed or rendered.

The City will not be obligated to accept, however, significant deviations from the work or services sought by this RFP, including terms inconsistent with or substantially varying from the services or the financial and operational requirements of the RFP, as determined solely by the City. The City reserves the right to reject any proposal that does not furnish or is unresponsive to the information required or requested herein. The City reserves the right to reject any proposal or to waive or to accept any deviation from this RFP or in any step of the proposal submission or evaluation process so as to approve the award of the contract considered in the City’s best interest, as determined in the City’s sole discretion.

Although the City prefers that each Proposer submit only one proposal including all alternatives to the proposal that the Proposer desires the City to consider, it will accept proposals from different business entities or combinations having one or more members in interest in common with another Proposer. The City may reject one or more proposals if it has reason to believe that proposers have colluded to conceal the interest of one or more parties in a proposal, and will not consider a future proposal from a participant in the collusion. In addition, the City will not accept a proposal from or approve a contract to any Proposer that is in default as surety or otherwise upon an obligation to the City or has failed to perform faithfully any previous agreement with the City, or is currently in default under any agreement with the City.

The City reserves the right to reject any or all proposals. Failure by a Proposer to respond thoroughly and completely to all information and document requests in this RFP may result in rejection of its proposal. Further, the City reserves the right to independently investigate the financial status, qualifications, experience, and performance history of a Proposer.

The City reserves the right to cancel the approval or authorization of a contract award, with or without cause, at any time before its execution of a contract and to later enter into a contract that varies from the provisions of this RFP, if agreed to by another Proposer.

Questionnaire

1. What is the full name of your organization and the name, address and telephone number for the person responsible for this proposal?
2. Please provide an organization overview including, but not limited to:
 - a. Length of time processing FSA administration for clients
 - b. Number of accounts
 1. Less than 1,000 Lives
 2. 1,000-5,000 Lives
 3. 5,000 -10,000Lives
 4. 10,000+
 - c. Company location, claim office location as well as customer service location which will be responsible for the First Energy program.
 - d. A copy of the most recent SAS 70 or similar audit report.
 - e. Outline of organization ownership.
 - f. Audited company financials or representation.
 - g. Does FSA administration represent a core business unit or strategy or ancillary administrative product line? Please explain.
 - h. Will your organization accept fiduciary responsibility of the plan? If not please explain.
3. Confirm your ability to administer the plan design exactly as stated in the SPD in terms of benefit levels, covered services, exclusions, claims processing and claim appeal procedures. If not, please specify any and all deviations.
4. Please outline the service (team) setup for the City of Cleveland program. Dedicated or non-dedicated team approach? Please outline all aspects of customer service via phone, mail, electronic submission, etc.
5. Are there any plan design or administrative features that you will need to administer or track manually? If yes, please explain.
6. The City of Cleveland requires that employees have until December 31st of the plan year to incur expenses and until March 30 of the following year to submit for reimbursement from the prior year. Confirm that you can administer employer's plan in this manner. What deadline do you recommend for submitting FSA claims incurred during a plan year?
7. Are new debit cards issued annually or are existing cards reloaded from year to year?
8. Is an FSA explanation of benefits (EOB) sent directly to an employee each time a reimbursement payment is made? If not, how frequently, if ever, are EOB's provided to participants? How are employees notified of payment?
9. Confirm that you can provide quarterly statements detailing account activity to plan participants. Please upload sample.
10. Does a participant have the capability of opting out of receiving paper statements to access information online only?

11. Describe the services you provide in administering health care, dependent care and flexible spending accounts. In particular, please describe your:
- Claim receipt and preparation process (e.g. scan claims)
 - System capabilities
 - Claim approval process
 - Maintenance-of-records process
 - Audit controls
 - Claim turnaround time
 - What kind of process is in place for Debit Card use? Is the Debit carding process out sourced? If so, please explain.
 - Please discuss your methodology for updating merchant codes for acceptable/approved merchants for debit card use. How are members notified any new or changed merchants?
 - How do you manage customer service/call center overloads? Are calls transferred to another location? If so where? Are call centers domestic, foreign or both. Please elaborate.
 - Pre-authorized eligible expense transactions, such as known office visit or prescription drug co-payments.
12. Can you test FSA plan benefits for compliance with IRC §105, §125 and §129 non-discrimination rules? If so, what additional data would you require from employer? What would be the associated cost for this service? What is your fee, if not included; for providing the data to an independent source for compliance testing?
13. Upload copies of the standard FSA management reports included in the basic administrative fees. Can you separate active verses terminated members? Specify the manner in which these reports are provided (i.e., electronically, Web, paper, etc.). Please provide samples of other reports available to employer and identify their cost.
14. What types of communication tools are available? Provide copies of any standard communication tools for FSAs that are included in the basic administrative fees, including:
- Promotional and enrollment materials
 - Standard claim forms
 - Employee statements
 - Quarterly, year-end or other account balance statements
 - Tax credit comparisons
 - Internet interface capabilities for enrollment, modeling and reference.
15. Do you require a minimum claim amount for reimbursement? If so, please specify.
16. What types of statements are sent to accounts that have large balances and limited activity to remind employees of the potential for forfeiture?
17. What are the system's requirements with respect to eligibility, payroll deduction updates and family status changes? Will you accept weekly files?
18. Will you accept faxes from employees for claim reimbursement?

19. What kind of electronic claim submission capabilities are available? Are members able to submit itemized expenses online and follow up with hard copy claim submission?
20. Are you able to provide direct deposit for employees? How frequently are direct deposits made for participants opting to be reimbursed in this manner? For employees who do not elect direct deposit, what is the frequency with which claims will be reimbursed via check? Which frequency is assumed in the ASO fee (daily, weekly or monthly)?
21. What Percentage of your claims are auto adjudicated? What steps have been taken to increase the percentage of auto-adjudicated claims and reduce substantiation?
22. Do you have system capabilities to accept electronic feeds from payroll administrators?
23. Will your system recognize the difference between co-pays and coinsurance for automatic reimbursement?
24. Describe your process for auto-adjudicating FSA claims. Please describe your system edits within the debit card system that correlates to claim substantiation reduction or frequency.
25. Explain in detail how you control claims for over-the-counter drugs and supplies.
26. The Treasury Department and IRS have issued guidance that clarifies the ways in which health savings accounts (HSAs) and health care FSAs can coexist. As a result, some employers are offering (or considering offering) a “limited-purpose” health care FSA (e.g., limited to dental and vision expenses) to employees enrolled in a high deductible health plan/HSA option. Are you capable of administering a “limited-purpose” health care FSA? If so, describe your capabilities and list how many employers you are currently doing this for. If not, describe your plans for offering such services.
27. Can you exclude dependents of an employee who elects not to participate in the health care FSA, due to an interest in participating in a an HDHP and making deposits into an HSA?
28. What type of service or administrative guarantees will you make regarding claim payment, debit card fund availability, reporting, etc? Is your organization willing to offer the proposed performance guarantee listed below?
29. How often will you require reimbursement from the plan sponsor for FSA claims paid?
30. What mechanisms are in place to receive reimbursement (i.e. are wire transfer capabilities in place)?
31. Describe how you collect FSA payroll contributions and the frequency with which these submissions are expected or allowed.

GENERAL INFORMATION

Name of Account:	City of Cleveland, Ohio 601 Lakeside Avenue Cleveland, OH 44114
Size of Account:	Approximately 7,000 eligible employees. Currently have 10 % participation.
Coverage's Desired:	Flexible Spending Accounts
Current Carrier:	ADP
Eligibility:	First of the month following date of hire & annually via open enrollment.
Effective Date:	October 1, 2015